

AGREEMENT FOR NEBRASKA DRIVER LICENSE RECORD (DLR) BATCH PROCESSING SERVICE

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), and NAME, (hereafter called "SUBSCRIBER"), a corporation with its principal office in (City and State).

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, "SUBSCRIBER" desires to enter into an Agreement with Nebraska Interactive for the purpose of receiving computer access to Driver License Records (DLR) under the custody of the Nebraska Department of Motor Vehicles (DMV) and to a DLR service provided by Nebraska Interactive; and

WHEREAS, "SUBSCRIBER" desires to acquire abstracts of certain DLRs now and in the future and to do so by electronic batch processing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by "SUBSCRIBER" for such access, the parties hereto hereby agree as follows:

1. Nebraska Interactive shall furnish DLR requested by "SUBSCRIBER", subject to any limitations to access to the DMV database imposed by DMV.
2. "SUBSCRIBER" may request records directly from Nebraska Interactive via the internet. "SUBSCRIBER" will provide an electronic file containing the requested DLR and Nebraska Interactive will provide the requested data within six calendar days of the receipt of the file.
3. "SUBSCRIBER" shall pay to Nebraska Interactive a fee of \$3.00 per driver record requested from the DMV. Payment shall be remitted to Nebraska Interactive within twenty(20) days from the date of the invoice.
4. Accounts not paid when due may be assessed a service charge, or may have their access terminated without notice.
5. "SUBSCRIBER" warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through Nebraska Interactive.
6. This agreement may be terminated at any time upon sixty (60) days advance notice by an instrument in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party. This agreement may be immediately terminated upon any material breach of any covenant herein at the option of the non-breaching party, or upon cessation of the Nebraska State Records Board's Interagency Agreement with DMV. Any notice of termination shall be deposited with the United States Postal Service, correctly addressed and postage prepaid.

7. This agreement constitutes the entire AGREEMENT of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein. This agreement may be changed, modified or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto.
8. Nebraska Interactive's address for notice is:
Mr. Brent Hoffman, General Manager
Nebraska Interactive LLC
Cornhusker Plaza
301 S. 13th Street, Ste. 301
Lincoln, NE 68508-2532
9. Nebraska Interactive agrees to provide reasonable technical support to "SUBSCRIBER" during regular business hours, and to provide electronically paged technical support during other hours, to assist "SUBSCRIBER" in the event of technical problems or downtime with the electronic transfer process.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

Subscriber

Nebraska Interactive, LLC.

Authorized Agent

Date

Brent Hoffman, General
Manager

Date

(Typed/Printed Name)

Customer Code/ Act. #

(Typed/Printed Title)